

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MARY JEAN ELICAN and
TONY MCCLOUD

vs.

ALLSTATE INSURANCE COMPANY

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:
:
:
:
:

Civil Action No.

**NOTICE FOR REMOVAL OF CIVIL ACTION
FROM STATE COURT**

Defendant Allstate Property and Casualty Insurance Company incorrectly identified as Allstate Insurance Company (“Defendant Allstate”), respectfully petitions for removal to this Court of a state civil action pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, and in support avers as follows:

1. Plaintiffs Mary Jean Elican and Tony McCloud (“Plaintiffs”) commenced a civil action against Defendant Allstate by filing a Complaint on or about June 9, 2017. A true and correct copy of the Complaint is attached as Exhibit “A” and incorporated by reference.

2. Plaintiffs’ Complaint was served on Defendant Allstate on June 13, 2017.

3. Plaintiffs’ Complaint asserts three (3) counts against Defendant Allstate, each alleging damages in excess of \$50,000.00. A copy of the Complaint is attached as Exhibit “A” and incorporated by reference.

4. Plaintiffs’ Complaint attaches three separate estimates of their damages, each setting forth damages in excess of \$300,000. See, Exhibit “B” to Plaintiffs’ Complaint.

5. Plaintiffs’ Complaint also seeks damages under Pennsylvania’s Bad Faith statute including interest, court costs, attorneys’ fees, and punitive damages. See, Exhibit “A”, paragraph

17.

6. On June 30, 2017 Defendant Allstate joined Plaintiffs' mortgagee, Wells Fargo Bank, N.A. 936 ("Wells Fargo") as an indispensable Plaintiff in this matter. A true and correct copy of the Writ of Summons joining Wells Fargo is attached as Exhibit "B". Service of the Writ of Summons is pending.

7. The state court where this action is pending is located in Philadelphia County, Pennsylvania, which is embraced within this judicial district.

8. At the time of this action, Plaintiffs alleged they were residents of Philadelphia, Pennsylvania in Philadelphia County and were citizens of Pennsylvania. See Exhibit "A".

9. Defendant Allstate is an Illinois corporation with its principal place of business in Northbrook, Illinois and is therefore a citizen of a state other than Pennsylvania. See Exhibit "A".

10. Indispensable Plaintiff Wells Fargo is a Delaware corporation with its principal place of business in San Francisco, California and is therefore a citizen of a state other than Pennsylvania. See, United States Securities and Exchange Commission filings of Indispensable Plaintiff Wells Fargo, relevant portions, a true and correct copy of which is attached as Exhibit "C".

11. The amount in controversy in this matter is in excess of the sum of \$75,000.00, exclusive of interest and costs, such that the amount in controversy and the diversity requirements for federal diversity jurisdiction are satisfied and this court now has jurisdiction over this subject matter under and pursuant to 28 U.S.C. § 1332.

12. This Notice is filed within thirty (30) days of Defendant Allstate's receipt of service of Plaintiffs' Complaint and its first indication that the damages could exceed \$75,000.00.

WHEREFORE, Defendant Allstate Property and Casualty Insurance Company incorrectly identified as Allstate Insurance Company respectfully requests that the statutory requirements, having been met, that the pending state action be moved to this Court.

Respectfully submitted,

By: 

Michael P. Maguire, Esquire

Attorney ID 83028

Curtin & Heefner LLP

1040 Stony Hill Road

Suite 150

Yardley, PA 19067

215-736-2521

Date: 7/12/17

EXHIBIT A



**Service of Process
Transmittal**

06/22/2017

CT Log Number 531452725

TO: Lori Moyer
Allstate Insurance Company
4050 Crums Mill Rd
Harrisburg, PA 17112

RE: Process Served in Pennsylvania

FOR: Allstate Generic (Domestic State: N/A)

ENCLOSED ARE COPIES OF LEGAL PROCESS DIRECTED TO CT BY THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Mary Jean Elican and Tony McCloud, Pltfs. vs. Allstate Insurance Company, Dft.

DOCUMENT(S) SERVED: Letter(s), Praecipe, Complaint, Exhibit(s)

COURT/AGENCY: Philadelphia County - Court of Common Pleas, PA
Case # 170404180

NATURE OF ACTION: Insurance Litigation

DATE AND HOUR OF SERVICE: --

**DATE AND METHOD DOCUMENT WAS
DELIVERED TO CT:** By Electronic Receipt on 06/22/2017 at 11:57 Uploaded by Nicole Vanyai at Allstate
Insurance Company; Confirmation# 97764

JURISDICTION SERVED : Pennsylvania

APPEARANCE OR ANSWER DUE: Within 20 days after service

ATTORNEY(S) / SENDER(S): Mario Barnabei
Law Offices of Jonathan Wheeler, P.C.
One Penn Center
Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
215-568-2900

ACTION ITEMS: CT has retained the current log, Retain Date: 06/22/2017, Expected Purge Date:
06/27/2017

Image SOP

Email Notification, Lori Moyer chd1j@allstate.com

Email Notification, Anne Myers anne.slabonik@allstate.com

CT CONTACT INFO : Global Processing Center
800-592-9023

Law Offices of
Jonathan Wheeler, P.C.

Jonathan Wheeler, Esquire
Anthony DiUlio, Esquire
Mario L. Barnabei, Esquire
Courtney Rodgers, Esquire

Admitted to PA & NJ Bars

Pamela Kaplan, Paralegal

One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
215.568.2900
215.568.2901 fax
www.jwheelerlaw.com

mbarnabei@jwheelerlaw.com

Our File No.: 501-5190

June 9, 2017

Allstate Insurance Company
3075 Sanders Road
Suite H1A
Northbrook, IL 60062-7127

Re: Tony McCloud v. Allstate Insurance Company
D/L: October 11, 2016

Dear Sir or Madam:

Enclosed please find a true and correct copy of Plaintiff's Civil Action Complaint filed against you in the Court of Common Pleas of Philadelphia County. Please be advised that you have twenty (20) days in which to respond to this Complaint, pursuant to the Pennsylvania Rules of Civil Procedure, otherwise a default judgement may be filed against you.

Kindly forward this Complaint to your attorney immediately.

Sincerely,



MARIO BARNABEI

MB/at

Enclosure

CERTIFIED MAIL/RETURN RECEIPT REQUESTED
NO.: 7016 1970 0000 5211 8712

Intake Unit

JUN 15 2017

New Jersey Office:

411 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Tel: 856.874.1447, Fax: 856.482.5651

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Mario Barnabei, Esquire
Attorney I.D. No.: 317791
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mbarnabei@jwheelerlaw.com

Attorney for Plaintiff(s)

Filed and Attested by the
Office of Judicial Records
09 JUN 2017 02:47 pm
C. FORTE

MARY JEAN ELICAN and
TONY MCCLOUD

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

vs.

APRIL TERM, 2017

NO. 4180

ALLSTATE INSURANCE COMPANY

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Pursuant to Pa.R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Mario Barnabei
MARIO BARNABEL, ESQUIRE
Attorney for Plaintiff(s)

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Mario Barnabei, Esquire
Attorney I.D. No.: 317791
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mbarnabei@jwheelerlaw.com

Mary Jean Elican
6931 Grosbeak Place,
Philadelphia, PA 19142

and

Tony McCloud
6931 Grosbeak Place,
Philadelphia, PA, 19142

vs.

Allstate Insurance Company
3075 Sanders Road, Suite H1A
Northbrook, IL 60062-7127

THIS IS NOT AN ARBITRATION CASE.
JURY TRIAL DEMANDED.

Filed and Attested by the
Office of Judicial Records
09 JUN 2017 02:47 pm
C. FORTE
Attorney for Plaintiff

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2017

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.
ASOCIACION DE LICENCIADOS DE FILADELFIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

THIS IS NOT AN ARBITRATION CASE.
JURY TRIAL DEMANDED.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Mario Barnabei, Esquire
Attorney I.D. No.: 317791
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mbarnabei@jwheelerlaw.com

Attorney for Plaintiff(s)

Mary Jean Elican
6931 Grosbeak Place,
Philadelphia, PA 19142

and

Tony McCloud
6931 Grosbeak Place,
Philadelphia, PA, 19142

vs.

Allstate Insurance Company
3075 Sanders Road, Suite H1A
Northbrook, IL 60062-7127

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2017

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiffs, Mary Jean Elican and Tony McCloud (collectively referred to as "Plaintiff"), is an adult individual residing at the address set forth above.
2. Defendant, Allstate Insurance Company, is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above and issues policies of insurance within the City and County of Philadelphia.
3. Defendant, in its regular course of business issued to Plaintiff, Mary Jean Elican, a policy of insurance ("the Policy") covering the property located at 6931 Grosbeak Place,

Philadelphia, PA 19142 ("the Property"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as Exhibit "A."

4. Plaintiff, Tony McCloud, the long-time, committed partner of Ms. Elican, is also a resident of the Property and is an intended third-party beneficiary under the Policy.

5. On or about October 15, 2016, while the Policy was in full force and effect, Plaintiff suffered direct physical loss and damage to the insured Property believed to be the result of a peril insured against under the Policy, resulting in damage to the insured premises and those areas and to the extent set forth in the preliminary estimate of loss, a true and correct copy of which is attached hereto and made part hereof and marked Exhibit "B."

6. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

7. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the Loss.

8. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

9. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

10. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

11. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's Loss, Defendant has not paid to Plaintiff all of the policy benefits to which they are entitled under the Policy and has refused to provide funds sufficient to bring Plaintiff's home to pre-loss condition.

12. Defendant's denial of coverage was made without a reasonable basis in fact.

13. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

14. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

15. Defendant has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiff's covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

16. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following conduct:

a. by sending correspondence falsely representing that Plaintiff's loss caused by a peril insured against under the Policy was not entitled to benefits due and owing under the Policy;

b. by sending correspondence, dated February 20, 2017, a true and correct copy of which is attached hereto and made part hereof and marked Exhibit "C," which made false representations to the Pennsylvania Insurance Department that "the estimates include many

items that are not even in the house at the time of the loss” when it had knowledge that said items were, in fact, in the house at the time of the loss;

c. in further representing to the Pennsylvania Insurance Department that Plaintiff was in agreement with Allstate’s settlement of this loss and that the matter was closed, when, in fact, it had knowledge that Plaintiff was not in agreement with the purported settlement, a true and correct copy of said correspondence is attached hereto and made part hereof and marked Exhibit "D;"

d. in refusing to submit the dispute between the parties to appraisal, although the policy clearly entitles the Plaintiffs to appraisal;

e. in failing to complete a prompt and thorough investigation of Plaintiff’s claim before representing that such claim is not covered under the Policy;

f. in failing to pay Plaintiff’s covered loss in a prompt and timely manner;

g. in failing to objectively and fairly evaluate Plaintiff’s claim;

h. in conducting an unfair and unreasonable investigation of Plaintiff’s claim;

i. in asserting Policy defenses without a reasonable basis in fact;

j. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;

k. in failing to keep Plaintiff or their representatives fairly and adequately advised as to the status of the claim;

l. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiff or their representatives;

m. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiff's claim;

n. in unreasonably withholding policy benefits;

o. in acting unreasonably and unfairly in response to Plaintiff's claim;

p. in unnecessarily and unreasonably compelling Plaintiff to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

17. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

COUNT III Negligence

18. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

19. Plaintiff procured the Policy from Allstate Insurance Company through Allstate agent Donna O'Sullivan, 2417 Welsh Rd, Ste 19 Philadelphia, PA 19114.

20. When procuring the Policy, Plaintiff clearly specified that the Property would be occupied by Ms. Elican and Mr. McCloud as domestic partners.

21. Allstate, and Allstate agent, Donna O'Sullivan, knew or should have known that Mr. McCloud's personal property/contents were house within the Property, and the Policy should have afforded coverage for those contents.

22. Allstate agent, Donna O'Sullivan represented that the coverages afforded by the policy were adequate to protect Plaintiff from loss from all reasonably anticipated perils.

23. However, the policy issued by Donna O'Sullivan acting as the agent, servant, workman or employee of Allstate to Plaintiff only listed Ms. Elican as a named insured (Exhibit "A").

24. O'Sullivan, acting as the agent, servant, workman or employee of Allstate knew, or the reasonable exercise of care should have known, that the coverage afforded under the policy which she issued on behalf of Allstate in this matter did not provide protection adequate to protect Plaintiff from all reasonably anticipated perils.

25. Plaintiff reasonably relied upon O'Sullivan's material misrepresentation in purchasing the policy from Allstate to their detriment.

26. The direct, factual and proximate cause of the failure by Allstate to provide adequate coverage and protection to Plaintiff from all reasonably anticipated risks of loss was the carelessness and negligence of O'Sullivan, acting as the agent, servant, workman or employee of Allstate consisting as follows:

- a. in failing to ascertain the extent of Plaintiff's interest in the premises insured against under the policy so as to provide adequate insurance coverage;
- b. in failing to inform Plaintiff that the policy provided only listed Mary Jean Elican as a named insured;
- c. in failing to advise Plaintiff that in the event of a covered loss the personal

property of Mr. McCloud would not be covered;

d. in failing to act in accordance with the standards of a reasonably prudent insurance agent;

e. in falsely representing to Plaintiff that the Allstate policy provided adequate insurance coverage.

27. As the direct, approximate and factual result of the acts or omissions of O'Sullivan, Plaintiff has suffered an uncovered loss to their in an amount in excess of \$50,000.00.

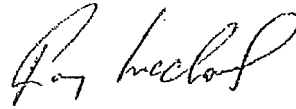
LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Mario Barnabei
MARIO BARNABEI, ESQUIRE
Attorney for Plaintiff(s)

Complaint and Civil Action

VERIFICATION

The undersigned hereby states that he is the plaintiff in this action and that the statements of fact made in the foregoing document are true and correct to the best of his information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.



TONY McCLOUD

DATE: 18 April 2017

Exhibit “A”

Amended Homeowners Policy Declarations

Your policy effective date is June 21, 2016



Page 1 of 3

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured \$3,036.40

Total	\$3,036.40
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If you do not pay in full, you will be charged an installment fee(s). Refer to your bill for installment fee information.

Discounts (included in your total premium)

Renovated House	3%	Protective Device	5%
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Surcharge (included in your total premium)

Claim Surcharge Applied

Location of property insured

6931 Grosbeak Pl, Philadelphia, PA 19142-2506

Rating Information*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X67831-1) for additional coverage information. Contact us if you have any changes.

The dwelling is of brick construction and is occupied by 1 family.

Your dwelling is 1 mile to the fire department.

Dwelling Style:

Built in 1965; 1 family; 2600 sq. ft.; bi-level - 2 stories

Foundation:

100% Slab

Attached structures:

One 1-car built-in garage

Open porch, 50 sq. ft.

Interior details:

Two builders grade kitchens

One builders grade half bath

Two builders grade full baths

Exterior wall type:

100% solid brick

Interior wall partition:

100% drywall

Heating and cooling:

Information as of October 20, 2016

Summary

Named Insured(s)

Mary Jean Elican

Mailing address

6931 Grosbeak Pl

Philadelphia PA 19142-2506

Policy number

952 650 870

Your policy provided by

Allstate Property and Casualty Insurance Company

Policy period

Begins on June 21, 2016 at 12:01 A.M. standard time, with no fixed date of expiration

Premium period

Beginning June 21, 2016 through June 21, 2017 at 12:01 A.M. standard time

Your policy changes are effective October 21, 2016

Your Allstate agency is

Donna O'Sullivan

19 Cricket Avenue

Ardmore PA 19003

(610) 658-3250

dosullivan@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)



Amended Homeowners Policy Declarations
 Policy number: **952.650.870**
 Policy effective date: June 21, 2016

Page 2 of 3

Rating Information* (continued)

Average cost heat & central air
 conditioning, 100%

Additional details:

Interior wall height - less than 10 ft,
 100%

Fire protection details:

Fire department subscription --no 1 mile to fire department

Roof surface material type:

Composition

• 100% asphalt / fiberglass shingle

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Mortgagee

WELLS FARGO BANK NA 936 ITS SUCCESSORS &/OR ASSIGNS
 P O Box 100515, Florence, SC 29502-0515
 Loan number: 0415670827

Additional Interested Party

None

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$381,558	• \$250 All peril
Other Structures Protection	\$38,156	• \$250 All peril
Personal Property Protection - Reimbursement Provision	\$228,935	• \$250 All peril
Additional Living Expense	Up to 12 months not to exceed \$38,156	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Building Codes	Not purchased*	
Water Back-Up	Not purchased*	

065 070 037
 161020T301713
 1100000T301713066PA000161020234803000428002004002137
 PA070AMD

Amended Homeowners Policy Declarations
 Policy number: **952 650 870**
 Policy effective date: June 21, 2016

Page 3 of 3



Coverage	Limits of Liability	Applicable Deductible(s)
Other Coverages Not Purchased:		
<ul style="list-style-type: none"> • Building Materials Theft* • Business Property Protection* • Business Pursuits* • Electronic Data Processing Equipment* • Extended Coverage on Cameras* • Extended Coverage on Jewelry, Watches and Furs* 	<ul style="list-style-type: none"> • Extended Coverage on Musical Instruments* • Extended Coverage on Sports Equipment* • Fire Department Charges* • Golf Cart* • Home Day Care* • Identity Theft Expenses* 	<ul style="list-style-type: none"> • Incidental Office, Private School Or Studio* • Increased Coverage on Money* • Increased Coverage on Securities* • Increased Silverware Theft Limit* • Loss Assessments* • Satellite Dish Antennas*

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your Homeowners policy consists of the Policy Declarations and the following documents. Please keep them together.


- Homeowners Policy - APC215
- Building Structure Reimbursement Extended Limits Endorsement - APC198
- Additional Insured - Non-Relative - APC135
- Pennsylvania Homeowners Policy And Select Homeowners Policy Amendatory Endorsement - AP4794
- Sinkhole Activity Coverage Endorsement - AP4869

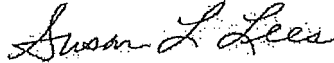
Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh Publications building cost index.
- ▶ Do not pay. Mortgagee has been billed.

Allstate Property and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.


 Steven P. Sorenson
 President


 Susan L. Lees
 Secretary



Policy Endorsement

Policy number: **952.650.870**
Policy effective date: June 21, 2016

Page 1 of 1

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

ADDITIONAL INSURED—NON-RELATIVE - APC135

It is agreed that, with respect to the insurance afforded by the policy under **Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y**, an Insured Person also includes the individual named below, if a resident of an insured person's household.

Name of Individual:

Tony McCloud

065 070 037
161020130173
1100000730173065P-A00016102023480300642800300400738

Important notices

Policy number: **952 650 870**
 Policy effective date: June 21, 2016

Page 1 of 1



X67831-1

Dwelling Profile

Allstate has determined that the estimated cost to replace your home is: \$381,558

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Rating Information" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred.

How is the replacement cost estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to customers renewing their policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided in the "Rating Information" section of your Policy Declarations.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE®.





Donna O'Sullivan
19 Cricket Avenue
Ardmore PA 19003

Information as of October 20, 2016

Policyholder(s)

Page 1 of 2

Mary Jean Elican

Policy number

952 650 870

Your Allstate agency is

Donna O'Sullivan

(610) 658-3250

dosullivan@allstate.com



MARY JEAN ELICAN
6931 GROSBEAK PL
PHILADELPHIA PA 19142-2506

We're Confirming Your Policy Change

Thank you for the opportunity to help take care of your insurance needs. I want to let you know that I've made the change(s) you requested to your policy.

Please look over all the information in this mailing. Inside you'll also find a guide to what's in this package and answers to some common questions.

What has changed?

The enclosed Amended Policy Declarations provides a detailed list of the coverages, coverage limits and coverage costs for your Homeowners policy. It also shows the following changes to your policy:

An Insured Occupant Nonrelative was added.

An Occupant has been added.

The changes took effect on 10/21/2016.

Your premium for the current policy period has not been affected.

How to contact us

Give me a call at (610) 658-3250 if you have any questions. It's my job to make sure you're in good hands.

Sincerely,

Donna O'Sullivan
Your Allstate Agent

EP113-1



Policy number: **952 650 870**
 Policy effective date: June 21, 2016

Page 2 of 2

Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

☐ **What's in this package?**

See the guide below for the documents that are included.

Next steps: review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

☐ **What about my bill?**

Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.

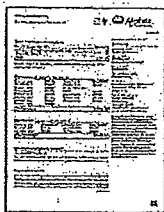
☐ **Am I getting all the discounts I should?**

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

☐ **What if I have questions?**

You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) ~ para español, llamar al 1-800-979-4285 ~ with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

A guide to your amended package



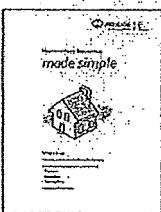
Policy Declarations*
 The Policy Declarations lists policy details, such as your property details and coverages.



Policy Endorsements
 If changes are made to your policy, these documents will include your new contract language.



Important Notices
 We use these notices to call attention to particularly important coverages, policy changes and discounts.



Insurance Made Simple
 Insurance seem complicated? Our online guides explain coverage terms and features:
www.allstate.com/madesimple
[Espanol.allstate.com/facildecntender](http://espanol.allstate.com/facildecntender)

*To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

065 070 037
 161020730713
 11000001301713 065P A00016102023 4803000428001004002136

Case ID: 170404180

Exhibit “B”

Sturdy Builders Inc.

General Contracting

Email: sturdybuilders@yahoo.com
4808 N. Bouvier St., Phila. PA 19141

Office # (267) 481-1966
24 Hr. Emergency # (267) 297-7957

Sturdy Builders INC. Agrees TO Renovate The Property Located at 6931 Grosbeak Place Phila. Pa. 19142.

Demolition: Remove All Debris And Studs Down to Existing Roof Rafters \$9000.

Framing: Frame All Partition Walls And Ceilings Throughout Per Plans Remove and Replace Damaged Joist \$22,500.

Electrical: Rewire Entire House To Code Install Hardwire Smokes, 200 Amp Service Cable with 200 Amp Panel \$19,000.

Communications: Install Cable Lines, Phone Lines And Security System \$19,000.

Plumbing: Install New Pvc drains Hot and Cold Water Lines For two Kitchens two and a Half Bathrooms Gas Lines For Stoves, Hot water Tank, Fireplace and Laundry Room \$24,000.

Heating And Air (HVAC): Install New Forced Air Unit With Condenser All New Duct Work Through Out With Smart Thermostat \$20,000.

Insulation: Install New R30 Fiberglass in Ceiling and R-13 on All Exterior Walls Spray Foam Around All Windows and Exterior Doors \$7000.

Drywall: Install New ½" Drywall Throughout On The First Floor (Basement) Mold Resistant Four Feet Up From Floor And All Bathrooms Tape and Spackle Ready For Paint \$10,000.

Windows: Install all New High Quality Windows At Owners Discretion Insulate and Cap \$10,000.

Doors: Install All New Solid Core Interior Doors with new Hardware at Owners Discretion. Two New Special Order Exterior Doors \$10,000.

Painting: Paint Entire House, Doors, Trim and all walls And Ceilings \$10,000.

Finish Trim: Install all new Baseboards, Door and Window Trim Throughout \$8,000.

Flooring: Install New $\frac{3}{4}$ Hardwood Floor Throughout, And Ceramic Tile in Kitchens and bathrooms \$19,000.

Stairs And Railings: Install New Oak Prefabed Stairs with new iron Hand railing on both sets \$5500.

Exterior Power washing: Remove All Smoke Damage On Exterior Walls \$3,000.

Exterior Drains: Replace all Gutters Capping and Down Spouts \$2,500.

Shutters: Install new Shutter on all Window \$3,500.

Kitchens & Bathrooms: Install New Cabinets, Flooring, Sinks, Garbage Disposals, Range Hoods, Granite Counter tops, Back Splashes and Crown Molding In Two Kitchens. At owner Discretion Install New Ceramic, New toilets, New Tubs/Shower and Tile walls. Add Exhaust fan as Needed And New wall mount Vanities and Vanity Mirrors in Two And a Half Bathrooms. At Owner discretion \$89,000.

Permits: Permits Will Be Pulled for All Phases of The Job \$7,500.

Plans: Blue Prints Will Be Obtained For Building And Electrical \$6,500.

Miscellaneous: Thing Not Foreseen \$5,000.

Grand Total For Materials & Labor: \$310,000.

Owner _____ Date _____

Sturdy Builders Inc. _____ Date _____

License# 29209
45 East City Ave
Bala Cynwyd, PA 19004

Scope of work the property located at 6931 Grosbeak Place, Philadelphia, PA 19142

Bathrooms- Install new toilets, tubs/ showers, tiled walls, ceramics, exhaust fan, vanity and vanity mirrors. (\$51,175)

Blueprints- Electrical and Building Blue Prints (\$7,475)

Demolition- Eradicate all debris and studs down to existing roof rafters. (\$10,350)

Drywall- Install new 5' drywall throughout the first floor, mold resistant 4 ft' up from the floor and all bathrooms ready for painting- tape and spackle. (\$11,500)

Electrical- Rewire the entirety of the house up to date with current codes, new hardwire smokes, 200-amp service cable with 200-amp panel. (\$21,850)

Exterior Drains- Restore all gutters capping and down spouts. (\$2,875)

Flooring- Install new .75" hardwood floor throughout, ceramic tiles within bathrooms and kitchens. (\$21,850)

Framing- Frame all partition ceiling and walls throughout per plans remove and replace damaged joist. (\$25,875)

HVAC- Install new forced air unit with condenser. New duct work throughout with smart thermostat. (\$23,000)

Insulation- Install new R30 Fiberglass in ceiling and R13 on all exterior walls, spray foam around all windows and exterior doors. (\$8,050)

Interior & Exterior Door- Install new solid core interior and exterior doors (2 new special order exterior doors) with new hardware. (\$11,500)

Kitchen- Install new cabinets, garbage disposals, range hoods granite counter tops, flooring, sinks, crown molding in two kitchens, and back splashes. (\$51,175)

TRIPLE M CONTRACTING

1

Case ID: 170404180

License# 29209
45 East City Ave
Bala Cynwyd, PA 19004

Miscellaneous- Other unexpected/unforeseen costs. (\$5,750)

Painting- Paint work done on entire house, doors, ceilings, walls, and trim. (\$11,500)

Permits- Must be pulled for entirety of the job. (\$8,625)

Plumbing- Install new PVC drains hot and cold water lines for two kitchens, two ½ bathrooms, gas lines for stoves, hot water tank, fireplace and laundry room. (\$27,600)

Powerwashing- Eliminate all smoke damage. (\$3,450)

Security System- Replace existing system, with a new security system to encompass the entirety of the home. (\$8,700)

Stairs & Railings- Install new oak prefabbed stairs with new iron hand railing on both sets. (\$6,325).

Trim & Moldings- Complete trimming and molding. Encompassing windows, doors, and baseboards throughout. (\$9,200)

Window Shutters- Install new shutters on windows. (\$4,025)

Total- \$331,850

Triple M Contracting _____ Date _____

Property Owner _____ Date _____

TRIPLE M CONTRACTING

2

Zoid's General Contracting LLC

License #47077

2400 McClellan Ave

Pennsauken NJ , 09109

215-307-2699

Licensed and Insured

Owner: Andre Davis

Preliminary proposal itemized list for work to be performed at the premises of 6931 Grosbeak Place Philadelphia, Pa 19142.

Demolition: Gut entire home down to original framing & dumpster / dumping
\$12,000.00

Framing: Remove & replace all charred wood on 1st floor & 2nd floor (walls, plywood, ceiling joists, etc)
\$12,500.00

HVAC: Install new heater, AC unit, new condenser & new duct work throughout entire home
\$28,000.00

Plumbing: 3 bathrooms, 2 kitchens, laundry facility (new washer & dryer & slop sink) & new out door hose bibs, all new piping throughout entire home including all drains & main drains plus stack
\$25,000.00

Electrical: New wiring throughout entire home (for outlets, GFIC, switches, lighting & vent fans etc), new service, box & breakers
\$14,000.00

Insulation: Insulate all exterior walls, ceilings & attic
\$7,000.00

Drywall: Install new drywall on all walls & ceilings, new green boards in all bathrooms & laundry facility, spackle 3 coats, sanding reading for paint
\$22,000.00

Windows: Install 17 special order windows & capping
\$16,000.00

Doors: Install interior doors & closet doors, 2 exterior doors (1 special order door with 1/2 round transit) & 2 storm doors
\$11,000.00

Trim work: Install new baseboards, 1/4 round throughout entire home, new colonial trim around all doors (interior & exterior) & all new colonial trim around all 17 windows
\$5,500.00

Shutters: Install 11 new shutters
\$3,500.00

Garage door: Install new insulated steel garage door with opener & key pad

\$3,000.00

Kitchens: Install 2 new kitchens (cabinets , granite counter tops , trim work , new stoves , new refrigerators , new microwaves , new cabinet hardware , etc)
\$57,000.00

Bathrooms: Install 3 new full bathrooms (new tubs, cabinets, vanities, glass shower doors, toilets, etc) plus all tile work on walls
\$60,000.00

Flooring: Install new hard wood flooring throughout entire home & tile flooring in 3 bathrooms & 2 kitchens & Laundry facility
\$23,000.00

Railings/Steps: Install new railings where needed & 2 new set of steps to be stained to match new hardwood flooring
\$3,000.00

Painting: ceiling white on all ceilings , semi gloss (color) in all bathrooms & kitchens , flat wall paint (color) & white semi gloss on all trim work & doors
\$14,000.00

Power washing / Sand blasting: exterior brick wall where fire damage & smoke damage exist
\$5,000.00

Gutter/Capping/ Soffit: front gutter & capping & soffit to be replaced new due to smoke & fire damage
\$2,000.00

Security system: Install new security system
\$7,500.00

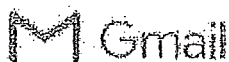
Permits/Inspections/Misc:
\$10,000.00

***pricing includes all labor & material cost

TOTAL COST
\$341,000.00

11/29/2016

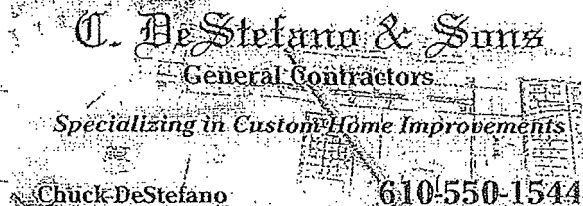
Gmail - Fwd: 6931 Grossbeak Place Free Estimates

PA License #31891
Insured

Fwd: 6931 Grossbeak Place Philadelphia Pa

1 message

Tony McCloud <TranMcCloud@yahoo.com>
To: mhek8690@gmail.com



Sent from my iPhone

Begin forwarded message:

From: Charles Destefano <cdestefanoandsons@yahoo.com>
Date: November 27, 2016 at 5:30:33 AM EST
To: TRANMCCLOUD@yahoo.com
Subject: 6931 Grossbeak Place Philadelphia Pa

Here is an itemized list of rehab work to be performed at 6931 Grossbeak Placedemo : gut entire home down to original framing & dumpster/dumping\$10,000.00framing : remove & replace all charred wood on 1st floor & 2nd floor (walls , plywood , ceiling joists , etc.....\$10,500.00.....HVAC : installation of new heater , AC unit , new condenser & new duct work throughout entire home\$25,000.00Plumbing : for 3 bathrooms , 2 kitchens , laundry facility (new washer & dryer & slop sink) & new out door hose bibs , all new piping throughout entire home including all drains & main drains plus stack\$20,000.00Electrical : all new wiring throughout entire home (for outlets , GFCI , switches , lighting & vent fans etc) , new service , new box & breakers\$15,000.00Insulation: new insulation on all exterior walls , ceilings & attic\$5,000.00Drywall : Installation of new drywall on all walls & ceilings , new green boards in all bathrooms & laundry facility , spackle 3 coats , sanding ready for paint\$20,000.00Windows : installation of 17 special order windows & capping\$17,000.00Doors : installation of all interior doors & closet doors , 2 exterior doors (1 special order door with 1/2 round transit) & 2 storm doors\$10,000.00Trim work : installation of all new baseboards , 1/4 round throughout entire home , new colonial trim around all doors (interior & exterior) & all new colonial trim around all 17 windows\$4,500.00Shutters : installation of 11 new shutters\$2,500.00Garage door : installation of new insulated steel garage door with opener & key pad\$2,000.00Kitchens : installation of 2 new kitchens (cabinets , granite counter tops , trim work , new stoves , new refrigerators , new microwaves , new cabinet hardware , etc)\$55,000.00Bathrooms : installation of 3 new full bathrooms (new tubs , medicine , cabinets , vanities , glass shower doors , toilets , etc) plus all tile work on walls\$60,000.00Flooring : installation of new hard wood flooring throughout entire home & tile flooring in 3 bathrooms & Laundry facility\$20,000.00Railings/Steps : installation of new railings where needed & 2 new set of steps to be stained to match new hardwood flooring\$3,000.00Painting : ceiling white on all ceilings , semi gloss (color) in all bathrooms & kitchens , flat wall paint (color) & white semi gloss on all trim work & doors\$14,000.00Power washing / Sand blasting exterior brick wall where fire damage & smoke damage exist\$5,000.00Gutter/Capping/Soffit : front gutter & capping & soffit to be replaced new due to smoke & fire damage\$2,000.00Security system : installation of new security system\$5,000.00Permits/Inspections/Misc\$10,000.00 ***pricing includes all labor & material cost
TOTAL COST\$315,500.00

Sent from Yahoo Mail for iPhone

Exhibit “C”

**ALLSTATE INSURANCE COMPANY
MARKET CLAIM OFFICE
1200 ATWATER DRIVE SUITE 110
MALVERN, PA. 19355**

February 20, 2017

Pennsylvania Insurance Department
Attn: Edward McVey
1209 Strawberry Square
Harrisburg, PA 17120

Allstate Insurance Company -

Your File: 17-114-207497
Claim Number: 0432485449
Our Insured: Mary Jean Elican

Dear Mr. McVey

In response to your letter dated 2/16/17 with Ms. Elican's Complaint on Allstate claim number 0432485449 which has a date of loss of 10/15/16. The claim involved a fire to the property. Allstate was out to inspect the property 10/19/16 with a weekend in between the loss and inspection date. Ms. Elican hired a Public Adjuster, Phoenix Public Adjusters, to represent them in the matter. The claim was settled with the public adjuster on 11/8/16. The public adjuster was in agreement with Allstate's settlement and the matter was closed.

Ms. Elican did submit 3 estimates to Allstate well in excess of Allstate's settlement, however the scope of those estimates is not even remotely close to the scope of damage from the fire. The estimates include many items that are not even in the house at the time of the loss such as a fire place, security system and many other items. The estimates also have to remove all studding and framing that was not damaged from the fire. The public adjuster informed us that he was not pursuing additional funds or appraisal. Per Ms. Elican's policy Allstate owes for the direct physical damage as a result of the fire. The estimates presented are far in excess of that damage.

Losses We Cover Under Coverages A and B:

We will cover sudden and accidental direct physical loss to property described in *Dwelling Protection-Coverage A* and *Other Structures Protection-Coverage B* except as limited or excluded in this policy.

Ms. Elican does have the right to go to appraisal under the policy; however the public adjuster has told Allstate he did not desire to go to appraisal in the matter.

7. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

Please feel free to contact me directly at 610-207-2595 with any other questions or concerns.

Sincerely

Jeff Markle

Claims Service Leader

Exhibit “D”

To: Alan Duddy
Allstate Property and Casualty Insurance Company
Northeast Property MCO
1200 Atwater Drive
Malvern, PA 19355

From: Mary Jean Ellican
6931 Grosbeak Place
Philadelphia, PA 19142-2506
Policy Number: 000952650870
Claim Number: 0432485449

Dear Mr. Duddy,

I am currently in correspondence due to your letter dated 8 Nov 2016, in which I am not in agreeance. Your estimated full cost of repair/replacement do not compare to the alternative expenditures associated with the four other general contractors. These estimates differ exponentially; of which I have listed for your convenience below.

- C. Destefano & Sons -- \$315,500.00
- Sturdy Builder Inc. -- \$310,000.00
- Triple M Contracting -- \$331,850.00
- Zold's General Contracting -- \$341,000.00

In order for us to settle my losses (claim number 0432485449), we need to hire one of the four contractors that I have solicited to execute the restoration assignment.

Consequently, after reviewing the conditions of my estate with the general contractors mentioned above, we all have determined and verified the cost of rehab to be greater than the \$134,492.35. The suggested projection would not restore my property to its original condition.

Please review the cost break down of the scope of the work to be done. If you have any questions, please feel free to contact each of the contractors.

Sincerely,

Mary Jean Ellican
Allstate Policy Holder: 000952650870
Claim Number: 0432485449

CC: Phoenix Public Adjusters
Pennsylvania Insurance Commission

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



7016 1970 0000 5211 8712

Mehdi Tahsina

FLR: 5-Z MSC: A2W

FROM: USPS
CARR: USPS
TRK#: 7016197000052118712
RCVD: 06/13/2017 14:41

TO: Mehdi Tahsina
PH: 8474024987
MSC: A2W
PCS: 1



FJ0210525503

RETRN, PGM \$45C-DLUB

Jonathan Wheeler, P.C.
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, Pennsylvania 19103

TO:

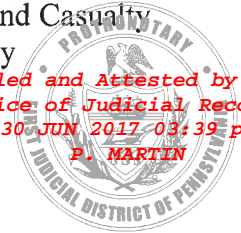
Allstate Insurance Company
3075 Sanders Road
Suite H1A
Northbrook, IL 60062-7127

EXHIBIT B

CURTIN & HEEFNER LLP
By: Michael P. Maguire, Esquire
Attorney I.D. No. 83028
1040 Stony Hill Road
Suite 150
Yardley, PA 19067
(215) 736-2521

Attorneys for Defendant
Allstate Property and Casualty
Insurance Company

Filed and Attested by the
Office of Judicial Records
30 JUN 2017 03:39 pm
P. MARTIN



MARY JEAN ELICAN AND
TONY MCCLOUD

vs.

ALLSTATE INSURANCE COMPANY

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
APRIL TERM, 2017
NO. 4180

**PRAECIPE FOR WRIT TO
JOIN INDISPENSABLE PLAINTIFF**

TO THE PROTHONOTARY:

Kindly issue a Writ to join Wells Fargo Bank NA 936 its successors and/or assigns as an indispensable Plaintiff pursuant to Pennsylvania Rule of Civil Procedure 2227 (Compulsory Joinder) in the above-captioned matter.

CURTIN & HEEFNER LLP

By: _____
Michael P. Maguire
Attorney for Defendant

Dated: June 30, 2017

C.P. 88

WRIT TO JOIN NECESSARY PLAINTIFF

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

MARY JEAN ELICAN AND TONY MCCLOUD

vs.

APRIL _____ Term, 20¹⁷

ALLSTATE INSURANCE COMPANY

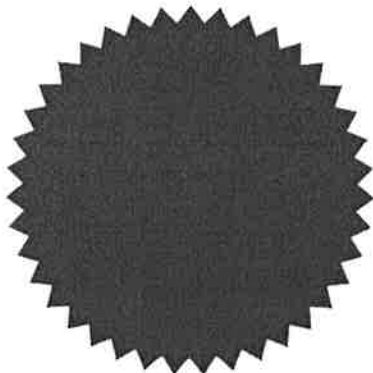
No. 4180

TO
WELLS FARGO BANK NA 936 ITS SUCCESSORS &/OR ASSIGNS
P O Box 100515, Florence, SC 29502-0515
Loan number: 0415670827

You are notified that

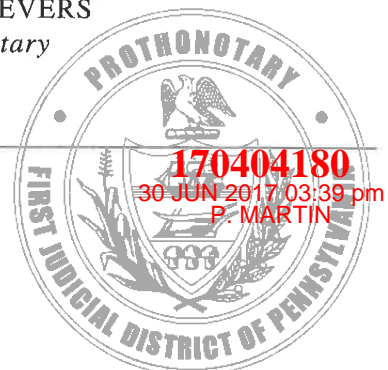
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY INCORRECTLY IDENTIFIED AS ALLSTATE
INSURANCE COMPANY

has } joined you as a necessary plaintiff in this action.
~~now~~



JOSEPH H. EVERS
Prothonotary

By _____



COURT OF COMMON PLEAS
COUNTY OF PHILADELPHIA

APRIL 17 Term, 2017 No. 4180

MARY JEAN ELICAN AND TONY MCCLOUD

vs.

ALLSTATE INSURANCE COMPANY

WRIT TO JOIN NECESSARY PLAINTIFF

CURTIN & HEEFNER LLP
By: Michael P. Maguire, Esquire
Attorney I.D. No. 83028
1040 Stony Hill Road
Suite 150
Yardley, PA 19067
(215) 736-2521

Attorneys for Defendant
Allstate Property and Casualty
Insurance Company

MARY JEAN ELICAN AND
TONY MCCLOUD

vs.

ALLSTATE INSURANCE COMPANY

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
APRIL TERM, 2017
NO. 4180

CERTIFICATION OF SERVICE

I, Michael P. Maguire, counsel for Defendant, hereby certifies that a true and correct copy of Defendant Allstate Property and Casualty Insurance Company incorrectly identified as Allstate Insurance Company's Praeceptum for Writ to Join Indispensable Plaintiff was sent today to Mario Barnabel, Esquire via the Court's electronic system and sent via-certified mail, return-receipt requested and first-class, regular mail on the below date to:

WELLS FARGO BANK NA 936 ITS SUCCESSORS &/OR ASSIGNS
P O Box 100515, Florence, SC 29502-0515

CURTIN & HEEFNER LLP

By: _____
Michael P. Maguire
Attorney for Defendant

Dated: June 30, 2017

EXHIBIT C

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2017

Commission file number 001-2979

WELLS FARGO & COMPANY
(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

No. 41-0449260
(I.R.S. Employer Identification No.)

420 Montgomery Street, San Francisco, California 94163
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **1-866-249-3302**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common stock, \$1-2/3 par value

Shares Outstanding
April 26, 2017
4,997,318,006

AFFIDAVIT

I, Michael P. Maguire Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Allstate Property and Casualty Insurance Company incorrectly identified as Allstate Insurance Company, the Petitioner in the foregoing Notice for Removal; that I have been duly authorized by the Petitioner to execute this Affidavit; that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice for Removal are true and correct to the best of my knowledge, information and belief.



Michael P. Maguire, Esquire